

Rental Amount: _____



SUNSHINE RENTALS AND PROPERTY MANAGEMENT SERVICE AGREEMENT

1. PARTIES: This agreement is made and entered into this ____ day of _____, 2012 by and between _____ hereafter referred to as Owner or legally appointed representative of the owner of the premises and Sunshine Rentals and Property Management, hereafter called the Manager, whereby the Owner appoints the Manager, its agents, successors, and assigns Exclusive Agent to rent, lease operate, control and manage the following property.

It is understood and agreed that the Manager is the sole procuring cause of any lease, written, or oral that may be negotiated and become effective during this agreement, even if said lease may have been negotiated either directly or indirectly by the Owner(s) themselves. Owner hereby makes, constitutes and appoints the Manager as the Owner's true and lawful agent and attorney in fact, with power of appointment to do and perform any and all lawful things necessary for the accomplishments of the purpose of this agreement.

2. PROPERTY ADDRESS: _____

The property includes the entire premise in full UNLESS any areas such as shed(s), storage closet(s), garage, attics, crawl spaces, other storage areas, sheds, or rooms are specifically excluded by Owner in writing.

3. TERM: It is mutually agreed by and between the parties that this Management Agreement shall be binding upon the parties' successor's, estate and assigns and shall remain in full force and effect until termination pursuant to the terms of this paragraph. The terms shall begin on the date of turn-over and will be in effect for one year (12 months) and will automatically renew for successive year periods at the anniversary date so long as there has not been at least a thirty (30) day written notice prior to the next term given by either party to terminate. Termination by Owner after expiration date of Agreement is effective when physically received by Manager. Manager reserves the right to terminate this agreement with 30-days written notice to Owner at any time or immediately with written or verbal notice if it is in the opinion of Manager's legal counsel.

EARLY TERMINATION AGREEMENT: In the event this agreement is terminated early by Owner, Manager is entitled to the full rental commission due per the terms of this Agreement as long as the lease remain in effect with the tenants placed in the property by Management **or** Manager may agree that Owner can "buy-out" this Agreement at any time prior to the expiration date of the Agreement by electing to pay an early termination fee of \$300.00, in addition to the remainder of management fees due under any/all current leases. A general release agreement satisfactory to the Manager must also be submitted. All monies expended by the Manager from monies held prior to the final disbursement to Owner, including (but not limited to) management fees, leasing fees and maintenance fees.

Manager may, at Manager's option, immediately terminate this agreement if the rental property is condemned or destroyed or substantially destroyed by fire, casualty or other act of destruction, or a petition for bankruptcy is filed by the Owner or a foreclosure is filed against the rental property and the Owner by the Owner's mortgage holder or; if Owner fails to comply with any ordinance, law, rule, order or regulation by any federal, state or local government agency, authority, or official claiming to have jurisdiction with respect to the rental of the premises. If mortgage company files a foreclosure action due to non-payment of mortgage, then Manager shall (1) be paid all fees due under the current lease, accelerated, and may deduct such fees from rents collected; and (2) freeze all Owner's funds on account for the express purpose of negotiating and settling any claim the tenant may have (if any) during their statute of limitations as a result of the property going into foreclosure. Manager may, at its option, terminate this agreement by written notice to Owner, if in

the opinion of Manager, Owner's actions or inactions are illegal, improper, or jeopardize the safety or welfare of any tenants or other persons. In such case Manager, Manager may, at its option, continue to hold Owner liable for any commissions due if the tenant remains in the property after such termination by and/or for any monies owed Manager.

Prior to Tenancy, at Property Owners request, Property Manager may agree to conditionally terminate this Agreement. If Property Manager agrees to conditional termination, Property Owner must sign a withdrawal agreement, reimburse Property Manager for all direct expenses incurred in marketing the Property and pay a cancellation fee of \$300.00.

4. MANAGEMENT COMPENSATION: Manager shall be entitled to a rental commission from all rent monies collected and shall retain any charges deemed "additional rent" or fees in the lease agreement.

- A. _____ **For Long Term Management: Ten percent (10%) of the gross monthly rentals due during occupancy each month for a single property, discounted rates may apply for multiple properties. No management fee shall be due or payable in which a Leasing Fee is due and payable for the same month. If property is vacant due to owner's intention, action or inaction to make property available and in rentable condition, the 10% management fee will be due and payable. Upon the fifth of January of each consecutive year a \$50.00 annual renewal fee is due for each rental.**
- B. _____ **Leasing Fee: 100 percent (100%) of the first month's rent. THIS IS A MANDATORY FEE due at the first month with each new occupancy.**
- C. _____ **Lease Renewals: 50 percent (50%) renewal fee due for each renewal by the same resident. Any extension of the tenant occupancy shall be deemed a renewal of the previous rental term for the purpose of renewal compensation. Manager may, at Manager's discretion, renew existing tenants, unless otherwise directed by Owner in writing.**
- D. _____ **Seasonal Rentals: Fifteen percent (15%) of the total gross rental income, payable at the time tenant takes occupancy. For all Seasonal Rentals, at the inception of this management agreement and at the anniversary date thereafter, an administrative fee of \$350.00, per rental unit, is to be paid by the property owner for the purposes of specific advertising and rental booking coordination. For overseeing the Property we offer various Property Management Services starting at \$125.00 per month and will be charged only while Rental is vacant. This service includes; multiple visits to the property, checking according to an agreed checklist. Upon tenant taking occupancy a \$99.00 fee will be charged for processing the tenants move in and out. Upon the fifth of January of each consecutive year a \$50.00 annual renewal fee is due for each rental.**
- E. _____ **Owner Supplied Tenant: If the Owner provides a tenant to Manager for qualification and subsequent lease, the lease fee paid the Manager shall be \$200.00. Landlord's tenant shall complete Manager's rental application and pay application fees and will be subjected to Manager's rental qualifications, and shall pay rents and security deposit to Manager and execute Manager's lease prior to occupancy.**
- F. _____ **Occupied Property: Should Manager assume management of an occupied property, the leasing fee paid Manager shall be \$200.00, providing rents are current in addition to the management fee. Owner is required to provide Management with a copy of the letter provided to current tenant stating that Sunshine Rentals and Property Management will be assuming management.**

All application fees, late fees, collection and administrative fees, and forfeited holding deposits shall be the property of Manager. Under no circumstances shall these fees or penalties be considered income to the owner. Late charges or fees owed by any tenant(s) shall be collected at the discretion of the Manager and Manager shall retain such charges, fees and late fees even though they may be defined as "additional rent" in the lease agreement. If there are accumulated late charges at the end of the tenancy, Manager may, at its discretion, retain these funds from the security deposit, first applying security deposit funds to damages or amounts due to owner.

IF SUNSHINE RENTALS AND PROPERTY MANAGEMENT IS ASSUMING MANGEMENT AND THE PROPERTY IS OCCUPIED BY A TENANT(S), THE OWNER IS REQUIRED TO SEND A LETTER TO THE TENANT(S) NOTIFYING THEM THAT THEY ARE GIVING THE TENANT(S) AUTHORIZATION TO PAY SUNSHINE RENTALS AND PROPERTY MANAGEMENT ANY RENTAL PAYMENTS AND/OR FEES. THIS LETTER MUST BE SENT FROM THE OWNER'S RESIDING HOMETOWN AND MANAGEMENT MUST RECEIVE A COPY OF THAT LETTER.

Sale to Existing Tenant: If a sale or exchange of the managed property is effected to then current tenant of the property, or anyone acting on the tenant's behalf, Manager shall be considered the procuring cause of such sale and Manager shall be paid a commission of six percent (6%) of the gross sales price or valuation upon the close of the transaction. This provision for sales commission shall survive any termination of this agreement. Should the Owner decide to list their property for sale while under management and/or current lease through Sunshine Rentals and Property Management, property owner agrees to list with Selling Paradise Realty Inc.

Additional fees/charges Manager will charge Owner: additional trip charges to property \$75 each, small claims court filing fee \$150.00 plus court fees, small claims court appearance \$250.

MANAGEMENT AUTHORITY: The owner expressly grants to the Manager herein the following authority:

- A. Full management and control of said property with authority to collect all rent and other monies and security deposits from tenants in property and issue receipts therefore. The Owner shall be responsible for and shall reimburse, or pay in advance as requested by Manger, all third party expenses incurred or to be incurred by Manager pursuant to this Agreement.
- B. Manager is granted by the Owner the right to inspect the property at such times as the Manager deems necessary; to collect all rental and other funds that may be due to Owner; to require releases from all parties in the event of a controversy before disbursing funds and to handle all aspects of management deemed necessary by the Manager.
- C. To prepare and negotiate new leases and renewals of existing leases in accordance with the rent schedule approved by the Owner and Manager, jointly; Manager is authorized, for and on behalf of Owner, to execute leases for a maximum of one year at a time, with renewal terms not to exceed one year with the same tenant unless Owner agrees to a longer period.

MANAGEMENT RESPONSIBILITIES: The Manager agrees to accept the following responsibilities:

- A. To use diligence in the management of the premises and to furnish the services of **SUNSHINE RENTALS AND PROPERTY MANAGEMENT** home for renting, leasing, operating, and managing of the herein described premises. Manager does not guarantee the payment of rentals by the tenant(s), but will make every reasonable effort to collect the same when and as they become due. Manager shall not be held monetarily responsible for its inability to collect rents. Manager shall not be held responsible for any expenses incurred for legal action involved in the collection or rents and/or the eviction of any tenant(s) and /or damages incurred to the property.
- B. To render monthly statements of receipt, expenses and charges and to remit to Owner receipts less disbursement. In the event the disbursement shall be in excess of the rents that are collected by the Manager, the Owner hereby agrees to pay such excess promptly upon demand of the Manager. If in the Manager's sole discretionary judgment, it may be necessary or proper to reserve or withhold Owner's funds to meet obligations which are or may become due (including without limitation, the Manager's compensation) thereafter and for which current income will not or may not be adequate, Manager may do so. It is expressly agreed that nothing herein contained shall be construed as requiring Manager to advance any of its own monies for any purpose whatsoever. Interest shall accrue to the Manager for any and all outstanding balances due Manager by Owner at the rate of 1.5% per month, until paid in full.
- C. To provide an annual statement of income and expenses of each year for the proceeding calendar year or portion thereof that the property was subject to this agreement.
- D. Manager assumes no responsibility for any services not specifically described herein.
- E. To deposit all receipts collected for Owner (less any sums properly deducted or otherwise provided herein) in a Trust account separate from Manager's personal account. Manager will not be held responsible in the event of

bankruptcy or failure of a depository and shall not be liable for bad checks or money not collected. Owner understands and agrees that rental disbursement will not be made until tenant funds have cleared Manager's bank

- F. Manager is authorized to collect security deposits from tenants, as Manager deems necessary and expedient. Security deposits are the property of the tenant(s) and shall be held in trust by the Manager to assure tenant(s) faithful performance of the tenant's lease. Any portion of any security deposit forfeited to Owner by tenant shall be considered as rent collected and deposited to Owner's account. In the event litigation shall occur concerning security deposits, Manager or legal counsel selected by Manager shall defend same as agent for Owner, at the Owner's expense.

5. RENTALS: Manager will use his/her best efforts to lease or rent the property with the following terms:

PRORATED RENT, FIRST MONTH'S RENT AND SECURITY DEPOSIT WILL BE COLLECTED BEFORE OCCUPANCY. Security Deposit shall be one month's rent. We reserve the right to require a higher security deposit and/or additional pre-paid rent. Last month's rent collected will be at the Manager's discretion.

To advertise the premises or any part thereof for rent and to display signs thereon. To sign, renew, extend and/or cancel leases for the Owner or any part thereof.

Any deviation from these terms must be agreed upon by all parties in writing. Owner agrees not to hold Manager responsible for any failure to secure tenant(s) for the Owner, any cancellation by the tenant(s), and or failure to collect rents or monies due from the Tenant for any reason.

Rental Rates will be the current market rate as determined in the sole judgment of Manager. Manager agrees to make every effort to collect rents due or to become due, to raise or lower rents as conditions may warrant. Late charges or fees owed by any tenant(s) shall be collected at the discretion of the Manager and Manager shall retain any such charges and late fees.

6. INSURANCE/FEES/TAXES/CHARGES: Owner shall pay direct any condominium maintenance fees, taxes, insurance, mortgages, and other charges. Owner agrees that they shall maintain public liability insurance coverage on the property at all times in an amount not less than \$100,000 per person and \$300,000 per occurrence and shall furnish Manager with proof of insurance and a copy of the declaration page. Owner agrees to and does hereby indemnify and hold harmless Manager, it's employees, agents and assigns, from any and all claims, suits, damages costs, losses and expenses arising from the management of the property and from any injury to persons and/or property occurring on or about the premises unless due to Manager's negligence. Owner agrees to indemnify Manager for any damages suffered as a result of any lapse in or failure by Owner to maintain insurance coverage.

Owner affirms that dogs _____ are _____ are not covered by the Owner's liability insurance. Sunshine Rentals and Property Management recognizes and abides by the insurance industries' "Dangerous Dog" list.

If Tenant is required to purchase "Renter's Insurance", Owner agrees and understands that the Tenant may discontinue coverage and "Renter's Insurance" is primarily for the Tenant's personal property and NOT the premises or injury to persons on the property or damage to Owner's property.

7. UTILITIES: If allowed by law and unless otherwise agreed to by the parties, Tenant(s) are required to have telephone service, cable, electric service, water service and all other utilities in their own name. In any lease where the tenant(s) shall have use of the Owner's utilities and be responsible for all or part of the bill(s), Owner shall pay the entire bill in a timely manner and forward copies to this office for reimbursement. Under no circumstances shall Owner cause the termination of these services. Manager will deduct bills to the extent of funds available and Owner agrees that Manager shall be in no way responsible for nonpayment of or theft of any utility service by tenant(s).

Utility services, while the property is vacant, must be handled by the homeowner directly. Sunshine Rentals and Property Management will not connect nor disconnect service for the Owner. It is imperative that the electric/water is on and remains current while the property remains vacant.

8. FUNDS: Any monies collected or received by Manager will be held in Manager's bank account(s) and permitted by law to be retained by Manager, shall be paid to Manager for administrative services and partial escrow agent's fee.

9. ATTORNEYS FEES-LEASE DRAFTING: In the State of Florida, a BROKER is not allowed, by law to draft a lease, therefore, there will be a charge to the TENANT for attorney's preparation of the initial lease. Owner incurs the cost of the renewed leases. The law firm preparing the lease deals primarily in Landlord/Tenant Law and will be Heist, Weisse & Davis, P.A. The attorney will be available to you and us at no charge for phone consultations in the event of any disputes with the Tenant or related issues and will provide a reduced price eviction if attorney files evictions in the county where the property is located.

10. CONDOMINIUM/HOMEOWNERS ASSOCIATIONS: In a condominium unit, the lease shall be subject to the Declaration of Condominium pertaining thereto and the rules and regulations of the Association and Board of Directors there under and, further, the LANDLORD shall be responsible for providing Manager with all current rules and regulations, and for payment of any recreation, land, and/or other fees, fines levied by the association, or assessments and Owner agrees to indemnify Manager for payment of same. In the event the tenant(s) fail to comply with the rules and regulations and the association or board levies fines or assessments against the Owner, Owner agrees that Manager is in no way liable for the payment of ay fees, fines, or assessments.

11. WARRANTIES/KEYS/WINDOW TREATMENTS: Owner must provide to Manager any Service Contracts or Warranties that exist, if any. If no Warranties or Service Contracts are received at the time this agreement is executed, Manager shall assume none exist.

Owner will provide four (4) house keys, two (2) mail keys (if needed) and any garage remotes to the Manager. If Owner does not provide the required sets of keys, the Manager will have made the required sets and charge the Owner accordingly.

Owner will provide window treatments and their hardware or authorize Manager to purchase and install same.

12. LEASING AND MANAGEMENT: Manager is given the Exclusive Right to screen and approve or disapprove prospective tenant(s), to deliver, on Owner's behalf, any default notices to tenant(s) as deem necessary. Any legal notices or institution of eviction or damage proceedings against tenant(s), through the courts or otherwise, must be taken by the Owner individually or, with the permission of Owner, Manager shall hire an attorney to perform the eviction. Manager does not practice law. Costs and attorneys fees to evict tenant(s) or otherwise will be paid by Owner in advance and Owner agrees to hold Manager harmless for same. In the event tenant(s) vacate voluntarily or involuntarily owing rent monies due under the terms of the lease or any renewals, and, if these monies are collected in whole or part in the future, Owner agrees that Manager is entitled to a commission on any monies received in the percentage as set forth and agrees to remit same to Owner. Manager is not a debt collector and shall be under no obligation to collect monies owed when Tenant vacates. Owner warrants that the unit to be managed is a legal rental unit and rental of same will not be in violation of any rules, laws, or ordinances.

MANAGER OR MANAGER'S AGENT IS GIVEN THE AUTHORITY TO SIGN ALL LEASES ON BEHALF OF THE OWNER.

13. TENANT(S) SECURITY DEPOSIT, DAMAGES, OR MISSING ITEMS: Manager is not responsible for damage to the premises or items missing, switched out, lost or damaged under any circumstances, including but not limited to theft, vandalism or negligence of tenant(s) or their guests. In the event tenant(s) damage the premises or owes any monies to the Owner, Manager is given the exclusive authority to determine in its professional judgment the amount due, charge the Tenant(s) accordingly as per FS 83.49 and/or settle with the tenants(s). Manager is given the power to make claims upon the Security Deposit on behalf of Owner and Manager is hereby granted the sole authority to make claims as Manager deems appropriate. Owner shall not interfere with this process and shall accept Manager's claim if any on the Security Deposit.

14. HURRICANES, TROPICAL STORMS, and ACTS OF GOD: Manager shall not be responsible to take any precautionary measure to avoid any damages from any acts of God unless agreed to in writing between Manager and Owner regardless of the presence of hurricane shutters or similar devices on the premises.

15. REPAIRS: Manager is given the right to spend in the amount **not to exceed \$300.00** in any one month to have repairs made, to purchase necessary supplies, or other independent contractors for all improvements, maintenance or repair services deemed necessary by Owner and/or Manager or to comply with applicable building, housing and health codes, and to determine that such services were performed in a proper and prescribed manner. **A ten percent (10%) coordination fee of the actual invoice amount billed by contractor will be due and pay for same out of Owner's funds**, and, if inadequate, Owner shall be billed for the difference. In case of emergency, i.e. air conditioning, heat, refrigerator, range or plumbing or any other repair the Manager deems an emergency and/or necessary in Manager's sole judgment for the safety of the tenant(s) or the welfare of the property, Manager has authority to institute repairs, even if over the aforementioned limit. In the event repairs are made, Manager shall withhold the amount disbursed from the next ensuing rent payment or from any rents received but not yet forwarded to Owner. Manager will arrange for all repairs, inspections, maintenance and cleanings, unless Owner has notified Manager in writing prior to the commencement of repairs to use someone else that Owner has selected, and Owner makes arrangements with third party direct. Owner agrees that they shall pay third party direct and shall indemnify and hold Manager harmless for payment of same.

After tenant(s) vacate, and funds become available for use from the Tenant(s) security deposit, Manager is given the right to spend up to the full amount of the monies claimed from the Tenant's security deposit plus the aforementioned amount to purchase items, for cleaning, to make repairs, pay for repairs, and, if inadequate, Owner shall be billed for the difference.

Properties that have been sitting vacant for any length of time can and will result in a one-time cleaning, pest control and yard maintenance provided by Management and payable by the homeowner at time of service. Due to our tropical environment, insects and spiders are prevalent in and around vacant homes. Services will only be arranged for and completed before occupancy.

Management inspects all homes at time of management and will recommend to the homeowner what repairs and/or clean-up will be needed to ready the home for occupancy. Management can arrange for any work that may need to be performed using independent contractors that are very competitively priced and know what is required to supply funds up front to cover any repairs and/ or clean-up needed.

Management has authority to change locks on premises between tenancies.

16. PROPERTY INSPECTIONS: Two inspections per year will be performed. However, if Owner wants an additional 1-2 (max) inspections per year then Owner will incur a charge of \$75 per inspection. Exterior and interior photos will be provided to Owner along with completed Inspection Report.

16. OWNER agrees to file US tax return and therefore is signing IRS form W-9 required to exempt any rental income from withholding. In the event that the OWNER will not file a US tax return and not provide **Sunshine Rentals and Property Management** with a signed W-9, it is understood that the Manager must withhold 30% of all rental income in accordance with FIRPTA Section 1441 of the Internal Revenue Code.

17. PROCEEDS: Manager shall send Owner the proceeds collected form the rental property minus the rental commission, fees and any costs and expenses provided for in this agreement. It is understood that no funds will be released until such time as monies have cleared Manager's bank as allowed by law. In the event a prospective tenant places a good faith or holding deposit with Manager and fails to take possession after approval, said deposit or portion thereof, if retained, shall be disbursed 50% to Manager and 50% to Owner. Manager retains the sole and exclusive right to refund this deposit to prospective tenant(s) in full or part upon the advice of Manager's legal counsel and Landlord agrees to hold Manager harmless.

18. OWNER REPRESENTS: The Owner hereby represents and warrants to Manager that they are the sole owners of fee simple title to the property or is fully authorized to enter into this exclusive agreement as a binding enforceable agreement of the Owner's property. Owner has full right, power and authority to engage and appoint the Manager for the purposes and consideration herein set forth and to enter in to this agreement. Owner represents that the property is not currently subject to any outstanding contract of sales, option to purchase, contract for deed, or any other contractual obligation which would conflict with, preclude, or prohibit Manager from discharging its duties described herein. Owner further warrants there is not default by Owner with respect to any promissory note secured by alien against the property, and the property is not currently posted for foreclosure nor has Owner received any notice threatening foreclosure or acceleration of any mortgage note or other obligation secured by the property. Owner shall furnish Manager with copies of all notices of default, threatened acceleration of a lien securing the property. Owner has no knowledge of any environmental hazards related to property and agrees that if any environmental hazards arise that the Owner takes full responsibility for any cost in removing such hazards. The owner hereby represents and warrants that there is no personal property or other belongings behind at the subject premises and that Manager shall not be responsible for the loss of any personal property that the Owner may have left behind or stored at the subject rental property.

19. ENVIRONMENTAL HAZARDS AND INURIES SUFFERED BY TENANT(S): Tenant(s) are increasingly suing property Owners and Brokers for environmental hazards including but not limited to mold, mildew, smoke odors, allergens and other known hazards which may be present on the premises at this time. Owner agrees to indemnify Broker in the event Broker is sued by Tenant for any injuries suffered on the premises unless such injuries were due to Broker's actions.

20. FORECLOSURE PROCEEDINGS, ASSIGNMENT OF RENTS: In the event the property become subject to liens and/or foreclosure proceedings an/or a condominium or homeowner's association or mortgagee exercises any right to an assignment of rent they may have or a receiver is appointed Owner agrees that Manager shall comply with any court order and/or at Manager's discretion disburse rent monies to the requesting party based on advice of Manager's legal counsel. If any of the aforementioned occurs, Owner gives Manager the full right and authority to disburse the security deposit or advance rent held by manager to any party including the Tenant even if the Tenant is still residing on the premises or owes rent.

21. SOLVANCY STATEMENT: Due to the overwhelming amount of foreclosures, it has become necessary to include this statement with the management agreement. Please review.

I hereby state and affirm that all bills and money due on the premises are paid, current or not in any state of delinquency. These bills or amounts include but are not limited to liability insurance, taxes, mortgage payments, utilities, assessments, liens, condominium and/or homeowner's association fees, assessments, charges and/or any other charges relating to the premises including but not limited to any amount which may be due or owing to providers of goods or services for the home. I also state that the property is not part of a lawsuit, foreclosure and/or bankruptcy.

Owner agrees that in the event any dispute arises between a tenant and the Owner or agent as a result of Owner's failure to make any payments relative to the premises. Owner agrees to completely indemnify and hold harmless broker, agent, property managers, their employees and assigns hereinafter "Broker" for any and all damages or litigation which may arise out of Owner's actions or inactions. Owner understands that a tenant has the right to peaceful quiet enjoyment of the premises and if Owner fails to keep all payments current, a tenant may have the right to withhold the rent, break the lease agreement or hold Owner or agent liable for any damages they suffer as a result or Owner's failure to keep all payments current.

Owner gives Broker full authority to cease the management of the premises and hold Owner liable for any damages or amounts due under the management agreement if Owner misrepresents any information or fails to abide by this agreement and keep all payments.

20. NOTICES: Whenever any notice is required in this agreement or desire to communicate formally or legally by Owner to Manager, notice must be in writing and mailed certified or return receipt requested to the address as indicated hereafter, and deemed delivered upon actual physical receipt thereof, not date of mailing.

21. CREDIT INFORMATION: Due to laws which may affect disclosure of private and credit information, Owner shall not be provided with the Tenant's credit report and/or application unless specifically authorized in writing by the Tenant(s) and the provider of the credit report.

22. OWNER CONTACT WITH TENANT(S): Owner agrees and understands that if Owner has any contact with the Tenant(s) in person, by mail, by phone or otherwise, in the event of a legal dispute which results in litigation, the chances become extremely high that the Owner will have to testify in person in court, including but not limited to eviction and/or security deposit lawsuits. Manager strongly urges that all contact with Tenant(s) be made by and through Manager. Owner agrees that contact with the Tenant(s) may be grounds for Manager terminating this agreement.

23. COMMISSION AND OTHER LEGAL DISPUTES: In the event of any litigation between the Owner and Manager, the prevailing party shall be entitled to an award of all attorney's fees and costs and venue for all litigations shall be in the county where the property is located or where the Manager is located.

24. ACKNOWLEDGEMENT, RECEIPT OF DOCUMENTS AND WHOLE AGREEMENT: This agreement shall be binding upon the heirs, successors and assigns of the parties hereto and Manager may assign its rights and obligations hereunder. Owner hereby acknowledges that they have read and signed this agreement. Further, Owner(s) by their signatures herein, represent to Manager that they are the owners of the property described herein and have full power and authority to hire Manager. This writing embodies the entire agreement between Owner and Manager. There is no other agreement, either expressed or implied, except as contained herein. This agreement can not be modified except in writing by the parties. Parties agree that this agreement may be executed by facsimile and such facsimiles shall be binding as if originals.

****IMPORTANT NOTICE****

IN COMPLIANCE WITH THE FEDERAL FAIR HOUSING ACT, Please do not ask or expect us to place any restrictions on your property based on a prospective tenant(s) racial, religious, handicap, sex, national origin or familial status. FEDERAL AND STATE LAWS prohibit us from placing any such restrictions on the properties we handle for rent.

Primary Owner's Name (Printed): _____

Primary Owner's Name (Signature): _____

Social Security/Federal Tax ID #: _____

Email: _____

Mailing Address: _____ **City:** _____ **State:** _____ **Zip:** _____

Phone: (home) _____ **(work)** _____ **(fax)** _____

(cell) _____

Secondary Owner's Name (Printed): _____

Secondary Owner's Name (Signature): _____

Social Security/Federal Tax I.D. #: _____

Email: _____

Mailing Address: _____ City: _____ State: _____ Zip: _____

Phone: (home) _____ (work): _____ (fax): _____
(cell): _____

PLEASE PROVIDE COPY OF PHOTO ID; DRIVER'S LICENSE, PASSPORT, ETC. WE VERIFY ALL INFORMATION TO PREVENT FRAUD.

Preferred Method of Communication:

Phone: _____ Fax: _____ E-Mail: _____ Postal: _____ Other: _____

Rent Disbursement:

____ Send rent proceeds to Owner at Owner's address

____ Send rent proceeds to optional address below:

_____ City: _____ State: _____ Zip: _____

Insurance:

Company: _____ Agent: _____

Address: _____

Policy #: _____ Amount of Insurance: _____

Keys and Remotes:

A. # of keys turned over to the property Manager: _____

B. # of garage remotes: _____

C. # of mailbox keys: _____

D. Other: _____

Warranty Information:

A. Home Warranty _____ Yes _____ No

If yes, please provide company name, policy and phone # _____

B. Builder Warranty: _____ Yes _____ No

If yes, please provide builder's name and phone # _____

Additional information we need to know about your property: _____

Special Instructions: _____

Yard & Lawn: The property owner requests that Sunshine Rentals and Property Management provide a professional lawn service company to mow, weed-eat, and edge the lawn at the property owner's expense: _____ YES _____ NO (FUNDS REQUIRED IN OWNER'S ACCOUNT BEFORE WORK CAN BE SCHEDULED. MANAGEMENT TO DETERMINE AMOUNT REQUIRED). (Overgrown yards on properties, whether new or existing, that are turned over to us will incur a minimum charge of \$60.00 in order to bring the lawn height to the standards of Code Enforcement. Failure to maintain your yard can and will result in a fine no less than \$275.00 per the City).

Pool Service: The property owner requests that Sunshine Rentals and Property Management provide a professional pool service to maintain the pool/hot tub at the owner's expense: _____ YES _____ NO (FUNDS REQUIRED IN OWNER'S ACCOUNT BEFORE WORK CAN BE SCHEDULED. MANAGEMENT TO DETERMINE AMOUNT REQUIRED).

Pest Control: The property owner requests that Sunshine Rentals and Property Management provide a professional pest control company to treat the exterior/interior at the property owner's expense: _____ YES _____ NO (FUNDS REQUIRED IN OWNER'S ACCOUNT BEFORE WORK CAN BE SCHEDULED. MANAGEMENT TO DETERMINE AMOUNT REQUIRED).

Pets: The property owner hereby agrees that _____ PETS or _____ NO PETS (check one) be accepted. If accepted, an additional non-refundable pet fee will be collected. This fee is to be disbursed evenly to Owner and Manager. NOTE: Dangerous dogs per the insurance industry are not accepted. (Property owner acknowledges that they understand that the restriction of pets greatly reduces the number of possible renters for their property.)

Additional Instructions for Pets:

In witness whereof the parties hereto have affixed or caused to be affixed their respective signatures this _____ day of _____ 2012.

By: _____
Mattie Matthews (Agent for Sunshine Rentals and Property Management)

Additional Stipulations:

**Thank You for choosing Sunshine Rentals and
Property Management for your management needs!**